

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, CAPITOL HILL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**Invitation to Bid**Solicitation Number: **RM3090-1**Due Date: **04/15/03 at 2:00 P.M.**

Date Sent: March 28, 2003

Goods and services to be

**\*IN LIEU OF PREVIOUS BID\* JANITORIAL SERVICES FOR CEDAR CITY****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH**  
**DIVISION OF PURCHASING**

**Invitation to Bid**

**Solicitation Number: RM3090-1**  
**Due Date: 04/15/03**

**Vendor Name:**

Description
<p><b>*IN LIEU OF PREVIOUS BID*</b></p> <p>JANITORIAL SERVICES FOR THE REGION FOUR, CEDAR CITY DISTRICT COMPLEX, LABS &amp; WAREHOUSE BUILDING, LOCATED AT 1470 NORTH AIRPORT RD., CEDAR CITY, PER SPECIFICATIONS AVAILABLE AT THE STATE OF UTAH DIVISION OF PURCHASING WEB SITE:</p> <p><b><a href="http://www.purchasing.utah.gov/bidprocessing/currentbids.asp">www.purchasing.utah.gov/bidprocessing/currentbids.asp</a></b></p> <p><b>PLEASE ENTER YOUR PRICING ON ATTACHMENT C JANITORIAL BID PRICING SHEET.</b></p>
<p><b>QUESTIONS ON SPECIFICATIONS CALL MARTY JOHNSTON AT (801) 965-4074.</b></p> <p>QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL ROSELLE MILLER AT (801) 538-3232.</p> <p>RX: 810 36000000124</p>

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

**1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

**2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

**5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

**6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed

upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**11. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov)

(Revision 14 Mar 2003 - IFB Instructions)

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)

## ATTACHMENT B: SCOPE OF WORK

### JANITORIAL SERVICES AT THE UTAH DEPARTMENT OF TRANSPORTATION, CEDAR CITY DISTRICT, OFFICES, LAB and WAREHOUSE located at 1470 North Airport Road Cedar City, Utah.

**PURPOSE** - It is the purpose of this solicitation to establish a five (5) year contract for janitorial services as described in this Scope of Work. Pricing shall be firm for two years. Site visits are strongly recommended and may be arranged for by contacting Curtis Berry at (435) 865-5540.

### BIDDER QUALIFICATIONS

#### Minimum acceptable requirements to bid.

1. One Year or more of contracted janitorial service.
2. Supply a list of references, using Exhibit B, the Janitorial References sheet. Supply all information asked for.
3. At least two (2) references must be for the same type of building(s), and score "acceptable".
4. Have never forfeited a contract(s).
5. Proof of business license required with bid submittal.

### 1.0 REQUIREMENTS for Janitorial services of Buildings and Appurtenances.

This schedule itemizes, by frequency, the tasks expected in the regular cleaning of the facilities, and is the **minimum acceptable performance**. Changes in the frequency, or days, of performance shall be made by mutual agreement and in writing with the State Representative and shall not be effective until they have been signed by all parties.

**Note:** In the following specifications, State Representative, shall mean the District Engineer or his designee. Contractor, shall mean the Contractor or employees of the Contractor.

### 1.3 Daily Duties

**(Five (5) days per week Monday through Friday except when buildings are closed for holidays and/or as directed by the State Representative) Duties shall be performed after 5:00P.M. and before 7:00 A.M.**

- 1.1.1 Vacuum and Remove Spots from carpets, including entry way mats, under desks and around trash cans, and return furniture to its original position. Do not move employees' personal items or working papers.
- 1.1.2 Sweep or vacuum non-carpeted floors in buildings and sweep concrete areas adjacent to outside entry areas.
- 1.1.3 Spot clean walls, including removal of graffiti.
- 1.1.4 Clean, sanitize and polish drinking fountains.
- 1.1.5 Clean and sanitize restrooms toilets, sinks, urinals, floors, walls, mirrors, bright work, partitions, towel dispensers and door handles.
- 1.1.6 Fill towel dispensers, paper and soap dispensers in restrooms and break areas from state supplies stock.
- 1.1.7 Clean and sanitize sinks, counter tops and tables tops, and damp wipe cupboards and chairs in break areas.
- 1.1.8 Empty all trash from containers, clean area around trash containers, replace liners as needed and dispose of as directed by the State Representative.
- 1.1.9 Remove litter (including cigarette butts) from ash trays, planter areas, lawns, sidewalks and around trash Dumpster.
- 1.1.10 Replace any burned-out or damaged light bulbs, or tubes except those under DOT maintenance.
- 1.1.12 Clean glass in the doors, entry ways and lobbies.
- 1.1.13 Dust accessible employee work counters and desks as instructed by the State Representative.

## 1.2 Weekly Duties

- 1.2.1 Hand broom corners in corridors and hallways.
- 1.2.2 Clean all janitorial equipment.
- 1.2.3 Dust and wipe clean mop boards.
- 1.2.4 Dust and wipe clean window sills.
- 1.2.5 Spot clean door frames, light switches, door handles and walls.
- 1.2.6 Dust and wipe clean all door frames, display cases, bulletin board frames, tables, file cabinets, structures of furniture, office equipment as directed by the State Representative, appliances and other items not done on a daily basis.
- 1.2.7 Clean marker boards and eraser holders. (Do not erase writing)

## 1.3 Monthly Duties

- 1.3.1 Clean interior and exterior glass, including display cases, to be free from dirt, smears, streaks and water spots when finished.
- 1.3.2 Wash outside walkways with a hose and scrub brush as directed by State Representative.
- 1.3.3 Dust air diffusers and grills.
- 1.3.4 Damp wipe, with a clean, sanitary cloth, all vinyl chairs and couches.
- 1.3.5 Vacuum and Spot Clean and fabric chairs and couches.
- 1.3.6 Scour clean and sanitize all office and hall trash collection containers.
- 1.3.7 Dust all blinds.
- 1.3.8 Keep drains clean by adding water and disinfectant as directed by the State Representative.

## 1.4 Quarterly Duties

- 1.4.1 Strip and re-wax floors.  
**Note: All resilient floors shall be stripped and waxed using a polymer interlock wax. The specific floor stripping procedures shall be prepared by the Contractor, according to manufacturers' instructions and approved by the State Representative.)**
- 1.4.2 Clean all window coverings. Blinds are to be free from dirt, spots/ smears and streaks.
- 1.4.3 Clean light fixtures.

## 1.5 Annual Duties

- 1.5.1 Clean, by extraction method, all carpeted areas. Notify the State Representative one (1) week in advance of this cleaning.
- 1.5.2 Wash all walls and painted woodwork with a suitable cleaner so as not damage the surfaces.
- 1.5.3 Polish clear finished walls and woodwork to be free from dirt, smears and streaks.

**NOTE: When there are problems in cleaning certain areas such as tiles, heavily used public areas, etc., confer with the State Representative for possible solutions. Changes in cleaning products, equipment, or timing may be needed.**

## 2.0 SUPPLIES AND EQUIPMENT

- 2.1 All washroom and toilet supplies such as paper and cloth towels, hand soap, toilet paper, plastic deodorant blocks, and trash can liners, shall be supplied by the State and installed by the Contractor unless otherwise stipulated. The Contractor should leave a note, as directed by the State Representative, when supplies are running low, and in adequate time to replenish them before they run out.

- 2.2 The Contractor shall provide the all commercial grade cleaners and chemicals and see that they are labeled properly. A list of all chemicals to be used shall be submitted in writing to the State Representative for approval at least fifteen (15) days before beginning the work. Materials Safety Data Sheets shall be available on site for reference as necessary.
- 2.3 The Contractor shall provide the following commercial grade equipment which shall remain in the building for the length of the contract: buffer, vacuum along with nozzle, mop bucket, mop, mop handle, dust mop, dustpan, broom, duster, brushes, ladder and any other equipment required to do the work in a safe and efficient manner.
- 2.4 Equipment shall be kept in good repair. Equipment which is in such state of repair as to potentially damage either the structure or anything therein shall not be used or allowed on the premises, i.e., defective or missing bumper guards, cords, housing covers, etc.
- 2.5 A snow blower will be provided by the State for the Contractors use. The Contractor shall notify the State Representative as soon a s possible when the snow blower is in need of service.
- 2.6 All replacement lamps (light bulbs) will be furnished by the State and installed by the Contractor.

### **3.0 CONTRACTOR PERFORMANCE**

- 3.1 Contractor liability for damage - The Contractor shall repair or replace anything damaged by their operation at no expense to the State. If there is any damage (i.e. Sheetrock corners, baseboards, and any other painted surface) the Contractor will have one week after written notice to repair and paint to match existing surface. If repairs are not made within one week of notice, the State will repair at own expense and deduct the cost from the next payment. All work shall be performed in a professional manner and be of first class quality.
- 3.2 Damp Wiping and/or Wipe Clean - shall be done in way that leaves a surface clean and free of smears and streaks.
- 3.3 Work Force - The Contractor shall provide sufficient workers, who comply with State Labor Laws, to provide the cleaning services specified.
- 3.4 Authority to do work - Individuals performing the services for the Contractor must be given complete authority to work with the State Representative in the performance and rating of the services outlined in the contract. The State will not accept responsibility for communication between the Contractor and the Contractor's employees.
- 3.5 Work hours - Work Hours are typically Monday thru Friday, after 5:00 p.m. and prior to 7:00 a.m., excluding State authorized holidays unless otherwise approved by the State Representative.
- 3.6 Inspection Reports - The Contractor shall work closely with the designated State Representative who shall inspect all specified buildings on a monthly basis. Upon completion of inspections, the State Representative will meet with the Contractor to review inspection rating forms. A copy of the inspection rating form has been attached to this contract. Each category on the inspection rating form must rate at least fair for overall performance to be judged acceptable.



#### 4.0 **SECURITY**

The Contractor shall secure exterior doors and turn off interior lights each night after cleaning is complete. Doors to areas not authorized for public use shall be kept locked. Missing or non-operational lighting, unusual conditions, or vandalism shall be reported to the State Representative.

#### 5.0 **EXTRA WORK**

Other services may be requested as necessary. The cost of these services shall be negotiated between the Contractor and the State Representative and billed separately from this contract. The base rate of this contract shall be minimum wage.

#### 6.0 **CONDUCT THAT SHALL NOT BE TOLERATED, and MAY BE CAUSE for IMMEDIATE TERMINATION OF THE CONTRACT.**

- 6.1 Theft, abuse or misuse of supplies or equipment at any location in the building.
- 6.2 Verbal, physical or sexual abuse or harassment of any person - Contractor personnel, State employee, or Visitor.
- 6.3 Use of, or displaying the effect of the use of alcohol or drugs at the work site.
- 6.4 Failure to follow specific security instructions.
- 6.5 Deliberate or habitual failure to follow safety instructions.
- 6.6 Allowing to be brought or the bringing of children, or other persons who are not legally employed by the Contractor to the facility.
- 6.7 Smoking in buildings.
- 6.8 Use of radio, telephone or other electronic devices that could in any way disrupt or hinder the work of the user or others at the work site.

#### 7.0 **PROVIDING INFORMATION TO THE STATE**

- 7.1 Prior to beginning work the Contractor shall provide to the State Representative a schedule describing how the work will be accomplished and details of specific tasks. The schedule must be updated as it changes.
- 7.2 After contract award and notice to proceed and prior to beginning the work, the Contractor shall provide the State Representative with a list of names and telephone numbers of individuals who will be supervising the services described in this Request for Proposal. Temporary substitutions due to illness or emergency can be made without prior approval. The Contractor must immediately notify the State Representative of any changes to personnel and provide a new list of names and telephone numbers of those supervising the work.

## 8.0 **RESTRICTED AREAS**

Restricted areas are areas / rooms in which the Contractor will not be allowed access. Any area designated by the State Representative may be included as a restricted area.

## 9.0 **SAFETY**

- 9.1 The Contractor shall make every effort to protect and keep safe anyone in the facilities while janitorial work is being done.
- 9.2 The Contractor shall use safety barriers, signs, etc., when doing floor and overhead work to properly block off unsafe areas and warn and protect from hazard all passers-by. Safety barriers and signs shall be approved by the State prior to use.
- 9.3 The Contractor shall provide all safety apparatus necessary to protect his personnel so they may operate equipment safely.
- 9.4 The Contractor is responsible for the safe operation of all equipment and shall properly train all employees in the safe operation of all equipment before allowing them to use the equipment.

## 10.0 **INSPECTION**

- 10.1 The Contractor shall work closely with the designated State Representative, who shall inspect the facilities monthly for acceptable work and compliance with the terms of this contract.
- 10.2 A category must rate at least fair for overall performance to be judged acceptable. A copy of the completed Janitorial Inspection Report, Exhibit A, shall be provided to the Contractor after the inspection is completed. A sample copy is here attached.
- 10.3 The contract may be terminated following written notices of unacceptable inspections.

**EXHIBIT A: JANITORIAL INSPECTION REPORT**

BUILDING: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ OVERALL

RATING: \_\_\_\_\_ INSPECTOR: \_\_\_\_\_

RATINGS: (0) NOT ACCEPTABLE (1) FAIR (2) GOOD (3) EXCELLENT

RATING / ITEMS INSPECTED COMMENTS

**A. ENTRANCES**

- ( ) 1. Inside/Outside Entry \_\_\_\_\_
- ( ) 2. Concrete areas to all entryways \_\_\_\_\_
- ( ) 3. Entry Glass \_\_\_\_\_
- ( ) 4. Floor, Mats \_\_\_\_\_
- ( ) 5. Walls/Doors \_\_\_\_\_
- ( ) 6. Trash Containers, Ashtrays \_\_\_\_\_

**B. HALLS, TRAFFIC AREA, STAIRWAYS, LANDINGS**

- ( ) 1. Floor-Tile, Carpet \_\_\_\_\_
- ( ) 2. Drinking Fountains \_\_\_\_\_
- ( ) 3. Trash Container \_\_\_\_\_
- ( ) 4. Walls/Doors \_\_\_\_\_
- ( ) 5. Windows, Frames \_\_\_\_\_

\_\_\_\_\_

**C. OFFICES, LOUNGES, CONFERENCE ROOMS, EMPLOYEES LUNCH ROOM,**

- ( ) 1. Carpet \_\_\_\_\_
- ( ) 2. Tables, Chairs (re-set) \_\_\_\_\_
- ( ) 3. Trash Containers \_\_\_\_\_

( )4. Walls, Marker-boards \_\_\_\_\_

**JANITORIAL INSPECTION REPORT, Page 2**

<u>RATING /</u>	<u>ITEMS INSPECTED</u>	<u>COMMENTS</u>
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**D. RESTROOMS**

( )1. Floors, Drains \_\_\_\_\_

( )2. Sinks, Fixtures, Mirrors \_\_\_\_\_

( )3. Toilets, Urinals \_\_\_\_\_

( )4. Dispensers \_\_\_\_\_

( )5. Partitions, Walls \_\_\_\_\_

( )6. Trash Containers \_\_\_\_\_

\_\_\_\_\_

**E. MISC. AND IRREGULAR CLEANING**

( )1. Ledges, Surfaces, Light Fixtures \_\_\_\_\_

( )2. Door, Frames, Light Switches \_\_\_\_\_

( )3. Spot Cleaning (carpet) \_\_\_\_\_

( )4. Baseboards, Moldings, Corners \_\_\_\_\_

( )5. General Dusting \_\_\_\_\_

\_\_\_\_\_

**G. EMPLOYEE PERFORMANCE**

( )1. Attendance (employee/supervisor) \_\_\_\_\_

( )2. Attitude \_\_\_\_\_

( )3. Appearance \_\_\_\_\_

( )4. Safety Rules \_\_\_\_\_

( )5. Care of Equipment and Storage \_\_\_\_\_

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## EXHIBIT B: JANITORIAL REFERENCES

### Janitorial References

Please provide a list of four (4) (or as many as possible) of your past/current clients. Two (2) must be of the same type of buildings (office) as this bid covers. Each list will be kept in strict confidence (only your prospective client and the procurement team will have access to this list). It is also helpful that you notify these clients and inform them of our efforts.

Name: \_\_\_\_\_ Firm: \_\_\_\_\_

Type of Facility (Office Building, Manufacturing, Hospital, etc.): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Facility size (sq. ft.): \_\_\_\_\_ Cost per month: \_\_\_\_\_

Name: \_\_\_\_\_ Firm: \_\_\_\_\_

Type of Facility (Office Building, Manufacturing, Hospital, etc.): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Facility size (sq. ft.): \_\_\_\_\_ Cost per month: \_\_\_\_\_

Name: \_\_\_\_\_ Firm: \_\_\_\_\_

Type of Facility (Office Building, Manufacturing, Hospital, etc.): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Facility size (sq. ft.): \_\_\_\_\_ Cost per month: \_\_\_\_\_

Name: \_\_\_\_\_ Firm: \_\_\_\_\_

Type of Facility (Office Building, Manufacturing, Hospital, etc.): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Facility size (sq. ft.): \_\_\_\_\_ Cost per month: \_\_\_\_\_

Name: \_\_\_\_\_ Firm: \_\_\_\_\_

Type of Facility (Office Building, Manufacturing, Hospital, etc.): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Facility size (sq. ft.): \_\_\_\_\_ Cost per month: \_\_\_\_\_

Name: \_\_\_\_\_ Firm: \_\_\_\_\_

Type of Facility (Office Building, Manufacturing, Hospital, etc.): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Facility size (sq. ft.): \_\_\_\_\_ Cost per month: \_\_\_\_\_

(Attach additional sheets as required.)

## ATTACHMENT C: JANITORIAL BID PRICING SHEET

COMPANY NAME: \_\_\_\_\_

### 1. CONTRACT

Cost for janitorial service in adherence to all bid documents and work schedules shall be:

1.1 1<sup>st</sup> Contract Year \$ \_\_\_\_\_

1.2 2<sup>nd</sup> Contract Year \$ \_\_\_\_\_

1.3 3<sup>rd</sup> Contract Year \$ \_\_\_\_\_

1.4 4<sup>th</sup> Contract Year \$ \_\_\_\_\_

1.5 5<sup>th</sup> Contract Year \$ \_\_\_\_\_

Payments shall be made in monthly installments, Contractor's billing shall be submitted to the Region 4 offices within five (5) days following each period's completed work. A complete breakdown of all costs for labor, equipment, overhead, profit, other, etc. for each year, may be requested.

### 2. EXTRA WORK

Give rates for extra work, unscheduled emergency or additional services not included in the above quoted price(s). Quote the rates per unit, including all loaded payroll costs and markup(s).

Supervisor \$ \_\_\_\_\_ / hr.

Janitor \$ \_\_\_\_\_ / hr.

Extra Carpet Cleaning \$ \_\_\_\_\_ / sq. ft.

Extra Window Cleaning (all windows): Interior \$ \_\_\_\_\_ /time Exterior \$ \_\_\_\_\_ / time

Other(\_\_\_\_\_) \$ \_\_\_\_\_ / hr.  
Please describe what is being offered

Other(\_\_\_\_\_) \$ \_\_\_\_\_ / hr.  
Please describe what is being offered

### 3. ATTACH PROOF OF MINIMUM REQUIREMENTS TO BID.

1. One Year or more of contracted janitorial service.
2. Supply a list of references, using Exhibit B, the Janitorial References sheet. Supply **all** information asked for.
3. At least two (2) references must be for the same type of building(s), and rate acceptable.
4. Have you ever forfeited a contract(s). No \_\_\_\_ Yes \_\_\_\_ (If yes, please give reason(s))
5. Proof of current business license required with bid submittal. (Photo copy is acceptable)

4. SUBMITTED BY: \_\_\_\_\_ , \_\_\_\_\_  
Name of person Company Title

SIGNATURE: \_\_\_\_\_  
Must be signed in a dark colored ink





## **ATTACHMENT D: SPECIAL TERMS AND CONDITIONS**

### **1. NON-PERFORMANCE**

If at any time, the Contractor fails to demonstrate the required expertise (as represented in the Contractor's proposal) or fails to meet acceptable standards of performance, The State reserves the right to require the Contractor to correct the issue. If the Contractor fails to accomplish the required objectives, this contract may be canceled immediately. If the State elects to terminate this contract for non-performance, the State will supercede paragraph #12 in attachment A - Standard Terms and Conditions, and will not provide a 90 day notice to the Contractor.

### **2. WAGES**

The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.

### **3. INVOICING**

**THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE.**

The Contractor may bill 1/12 of the annual contract value per month.

The Contractor shall submit invoices to:  
Utah Department of Transportation  
Attn: Scott Munson  
1470 North Airport Road  
Cedar City, Utah 84721

The State reserves the right to adjust incorrect invoices.  
The State will remit payment by mail.

### **4. NON-ASSIGNMENT**

The Contractor shall not sublet, assign or transfer any part of the contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

### **5. NON-COMPETE CLAUSE**

The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflict, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 90 day prior notice to the Contractor.

6. **PERFORMANCE BOND**

The State requires a performance bond in the amount of ten percent (10%) of the total annual amount of the contract. A cashier's check may be substituted for the bond. The cashier's check will be cashed and funds held until the contract expires.